

**Staff
Summary
Report**



**To: Mayor & City Council
Through: City Manager**

**Agenda Item Number 6
Meeting Date 06-07-01**

**SUBJECT: ANNUAL AGREEMENT WITH THE CITY OF PHOENIX FOR
COMPUTER AIDED DISPATCH**

PREPARED BY: Jim Gaintner, Assistant Fire Chief (858-7202)

REVIEWED BY: Cliff Jones, Fire Chief (858-7201)

BRIEF: Request approval to renew an annual contract with the City of Phoenix to provide dispatching services for 2001-2002.

COMMENTS: **FIRE/PARAMEDIC SERVICE ADMIN (0605-01)** Request approval to renew an annual contract with the City of Phoenix to provide computer aided dispatch service for 2001-2002 in the amount of \$180,165.25

Document Name: (20010607fdkp01) **Supporting Documents:** Yes

SUMMARY: October 16, 1980: The City Council authorized Computer Aided Dispatch and combined communications with the City of Phoenix.

March 29, 1982: Computer Aided Dispatch System went on-line and Tempe Fire Department ceased operations of its dispatch center.

Each year thereafter the City Council has adopted a budget including funds for CAD services. This system continues to provide an essential service at a very economical cost.

FISCAL NOTE: Funds for this year's contract are included in the 2001-2002 annual budget.

RECOMMENDATION: That the City Council authorize execution of CAD contract for 2001-2002.

**PHOENIX FIRE DEPARTMENT
REGIONAL DISPATCH SYSTEM**

WITH CITY OF TEMPE

PHOENIX AGREEMENT # _____

CITY OF TEMPE AGREEMENT # _____

THIS AGREEMENT made and entered into this 1st of July, 2001, by and between the CITY OF TEMPE, hereinafter referred to as "Tempe" and the CITY OF PHOENIX, hereinafter referred to as "Phoenix".

WHEREAS, Tempe desires to participate in the Phoenix Fire Department Regional Dispatch System in order to more effectively provide emergency Fire, Medical and other services; and

WHEREAS, Phoenix desires the participation of Tempe in the Regional Dispatch System to more effectively provide Emergency Fire, Medical and other services,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

I. Dispatch Service

A. Tempe agrees to pay Phoenix \$142,537.50 for basic dispatch services for the period of July 1, 2001, through June 30, 2002. Dispatch Service fee shall be calculated at a rate of \$8.75 per dispatch based on the total number of dispatches for the previous calendar year. Tempe was dispatched to 16290 incidents during 2000.

B. As a condition of participation, Tempe agrees to conform to Phoenix Fire Department Communication and Incident Management Procedures (PFD Procedures, Vol. II).

II. Technical Service

A. Tempe agrees to pay Phoenix a Technical Service fee of \$37,627.75 for equipment installation and maintenance as necessary for continuous operation of Fire Station Dispatch equipment, Automatic Vehicle Locator equipment and Mobile Computer Terminal equipment on response apparatus for the period of July 1, 2001, through June 30, 2002. The Technical Service fee is based on forecasted installation and maintenance costs including support personnel, for the aforementioned systems and equipment. This fee will be divided between installation and repair parts, supplies and maintenance personnel costs.

For purposes of calculating the annual maintenance fee the following formula is used.

<u>SYSTEM</u>	<u>ESTIMATED SERVICE LIFE</u>	<u>ESTIMATED ANNUAL MAINTENANCE</u>
Fire Station Dispatch Equip.	10 years	\$888.80
Mobile Computer Terminal Equip.	5 years	\$1,428.00
Auto. Vehicle Locator Equip.	7 years	\$397.15

B. The following Tempe equipment inventory is subject to maintenance under the terms of this agreement.

<u>SYSTEM</u>	<u># OF UNITS</u>	<u>PER UNIT FEE</u>	<u>TOTAL</u>
Fire Station Dispatch Equip.	6	\$ 888.80	\$5,332.80
Mobile Computer Terminal Equip.	19	\$1,428.00	\$27,132.00
Automatic Vehicle Locator Equip.	13	\$ 397.15	\$5,162.95
Annual Maintenance Fee			\$37,627.75

III. Total Charges

A. Total Tempe Dispatch Service and Technical Service charge for FY2001-02 is \$180,165.25. Phoenix will invoice Tempe on a quarterly basis in the amount of \$45,041.31.

IV. Other Items

A. Phoenix will provide equipment for additional fire stations or apparatus as required. An initial technology investment fee will be charged in accordance with the following schedule:

- Station Package \$8,888.00
- Mobile Computer Terminal \$7,140.00
- Automatic Vehicle Location Equip. \$2,780.00

This fee will cover the installation hardware and personnel costs and the initial allocation of spare parts for the equipment.

B. Other communication equipment (i.e. apparatus radios, portable radios etc.) which may be necessary for units to function within the Regional Dispatch system that are not defined within this agreement are the sole responsibility of Tempe. Such equipment shall be purchased and maintained by Tempe.

C. Costs associated with Utility Company circuits, connections, and monthly services shall be borne by Tempe.

D. Dispatch equipment covered under this agreement that is damaged or rendered unserviceable by Phoenix through improper repair or neglect shall be repaired/replaced at no cost to Tempe.

E. Dispatch Equipment covered under this agreement that is damaged through abuse or misuse by Tempe will be repaired/replaced by Phoenix at an additional cost to Tempe. Full costs for such repair/replacement will be borne by Tempe at a rate determined by Phoenix.

F. Tempe shall not, without the prior written consent of Phoenix and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part. Furthermore, Tempe shall not make such items available to others without the same consent.

G. Phoenix agrees to provide management information reports to Tempe that are consistent with Phoenix Fire Department reporting. Costs associated with special information services/reports requested by Tempe shall be borne by Tempe. Direct access via modem to the Phoenix Fire Department Regional Dispatch Records Management System will be provided as necessary.

H. It is agreed that in the event that the ongoing nature of this agreement is discontinued, all devices and related equipment not originally purchased by Tempe, shall be returned as the sole property of Phoenix. Furthermore, Phoenix will not be obligated to reimburse monies already collected as a function of this agreement.

I. Phoenix will advise Tempe of total dispatch agreement charges for the coming fiscal year no later than the last day of February of the current year. The new agreement will be provided no later than the last day of May of the current year.

J. Phoenix agrees to install and maintain the Tempe geographic database, necessary for processing dispatches in a timely manner. Tempe agrees to provide all geographic database information including timely updates, through their own initiative.

K. Liability, occurring as a result of services provided through this agreement, shall be shared by the parties in proportion to the degree of fault.

L. Tempe may cancel this agreement upon at least 90 days written notice to the Phoenix Fire Chief prior to July 1 of each year. Likewise, Phoenix may cancel this agreement upon written notice to the Tempe Fire Chief 90 days prior to July 1 of each year. All parties hereto acknowledge that this agreement is subject to cancellation by Phoenix and Tempe pursuant to the provisions of Section 38-551 of the Arizona Revised Statutes. Cancellation of this agreement will, at the same time, discontinue the membership of Tempe within the Phoenix Fire Department Regional Dispatch System and subsequently render all Automatic Aid Agreements with members of the System, null and void.

M. Phoenix will provide upon request, a copy of the Phoenix Fire Department Hydrant Map and Street Guide Book for each Tempe emergency response unit. Additional books shall be purchased through the Phoenix Fire Department Information Services section.

N. Compliance with the Immigration Reform and Control Act of 1986 (IRCA) is required. Work performed by any contractor relating to this contract understands and acknowledges the applicability of the IRCA to him. The contractor agrees to comply with the IRCA in performing under this Agreement and to permit Phoenix the ability to inspect its' personnel records to verify such compliance.

O. Suppliers performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair labor practice. The supplier will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The supplier further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all Labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Each individual or firm, vendor or supplier, contractor or subcontractor will be given an equal economic opportunity to participate in City business.

The Contractor is eligible to do business with the City by its compliance with the affirmative action requirements of the City Code, Chapter 18, Article IV. The Contractor is responsible for maintaining its eligibility during the life of the contract, and failure to do so may result in termination of the contract.

The attention of all suppliers, lessees, or use permittee is called to Ordinance No. G-881, passed October 8, 1968; Ordinance No. G-1080, passed April 6, 1971; and Ordinance No. G-1121; passed October 5, 1971.

P. No term or provision of this agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

Q. This agreement shall be filed with the Maricopa County Recorder's Office.

R. No term or provision of this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

S. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

T. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

EXECUTED BY THE PARTIES on _____

CITY OF PHOENIX, a municipal corporation

FRANK FAIRBANKS, CITY MANAGER

ATTEST:

By: _____
City Clerk
City of Phoenix

By: _____
Fire Chief
City of Phoenix

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to her/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

By: _____
City Attorney
City of Phoenix

CITY OF TEMPE, a municipal corporation

ATTEST:

By: _____
Mayor
City of Tempe

By: _____
City Clerk
City of Tempe

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

By: _____
City Attorney
City of Tempe